

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----	X	
	:	
In re	:	Chapter 11
	:	
Levitz Home Furnishings, Inc., <i>et al.</i> ,	:	Case No. 05-45189 (BRL)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**SCHEDULES OF ASSETS AND LIABILITIES FOR
LEVITZ FURNITURE CORPORATION**

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS,
METHODOLOGY, AND DISCLAIMER REGARDING
DEBTORS' SCHEDULES AND STATEMENTS**

The Schedules of Assets and Liabilities and Statements of Financial Affairs (the "Schedules and Statements") filed by Levitz Home Furnishings, Inc. (Case No. 05-45189), Levitz Furniture Corporation (Case No. 05-45194), Levitz Furniture, LLC (Case No. 05-45198), Levitz Shopping Service, Inc. (Case No. 05-45200), Levitz Furniture Company of Washington, Inc. (Case No. 05-45213), Levitz Furniture Company of the Midwest, Inc. (Case No. 05-45212), Levitz Furniture Company of Delaware, Inc. (Case No. 05-45211), John M. Smyth Company (Case No. 05-45207), Seaman Furniture Company, Inc. (Case No. 05-45214), Seaman Furniture Company of Pennsylvania, Inc. (Case No. 05-45216), Seaman Furniture Company of Union Square, Inc. (Case No. 05-45217), Paralax Development Industries, Inc. (Case No. 05-45143), and RHM, Inc. (Case No. 05-45204) (collectively, the "Debtors"), debtors and debtors-in-possession in the above-captioned Chapter 11 cases, are unaudited and were prepared pursuant to 11 U.S.C. § 521 and Rule 1007 of the Federal Rules of Bankruptcy Procedure by the Debtors' management. While the Debtors' management of the Debtors has made reasonable efforts to file complete and accurate Schedules and Statements based upon information available at the time of preparation, the Schedules and Statements remain subject to further review and verification by the Debtors. Subsequent information may result in material changes in financial and other data contained in the Schedules and Statements. The Debtors reserve the right to amend their Schedules and Statements from time to time as may be necessary or appropriate. This Global Notes and Statement of Limitations, Methodology, and Disclaimer Regarding Debtors' Schedules and Statements (the "Global Notes") is incorporated by reference in, and comprises an integral part of, the Schedules and Statements and should be referred to and reviewed in connection with any review of the Schedules and Statements.

1) Description of the Cases and "As Of" Information Date. On October 11, 2005 (the "Petition Date"), each Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101- *et seq.* (the "Bankruptcy Code"). The Debtors' cases are jointly administered under case number 05-45189. The Debtors are currently operating their businesses and possessing their property as debtors-in-possession under Bankruptcy Code §§ 1107 and 1108 of the Bankruptcy Code. Except as otherwise noted, all asset and liability information is as of the Petition Date. The Debtors have made every reasonable effort to allocate liabilities between pre-Petition Date and post-Petition Date periods based on the information and research conducted in connection with the preparation of the Schedules and Statements.

2) Basis of Presentation. These Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), nor are they intended to fully reconcile to any financial statements otherwise prepared and/or distributed by the Debtors.

3) Summary of Significant Reporting Policies. The following conventions were adopted by the Debtors in the preparation of the Schedules and Statements:

a. Fair Market Value; Book Value. Unless otherwise noted, the Schedules and Statements reflect the carrying value of the liabilities as listed in the Debtors' books and records. Where the current market value of assets is unknown, the Debtors have based their valuation on book values; however, particularly with respect to machinery and equipment, the Debtors believe the actual value may be substantially lower. Where known, accumulated depreciation of assets has been noted. The Debtors' books and records reflect collective accumulative depreciation for fixtures, air conditioners, furniture and signs. Accordingly, where applicable, fixtures have been identified on Schedule B.26, not Schedule B.27.

b. Inventories. Inventories are valued in the Schedules and Statements at the values indicated on the Debtors' books and records.

c. Intercompany and Other Transfers. Although separate Schedules and Statements have been prepared and filed for each of the Debtors, certain of the information set forth in the Schedules and Statements has been prepared on a consolidated basis. As a result, the Schedules and Statements do not reflect intercompany activity or balances. In addition, pursuant to the terms of the Debtors' prepetition cash management system and revolving credit facility, the agent bank for the Debtors' prepetition secured lenders made daily sweeps of certain of the Debtors' bank accounts. The details regarding these sweeps are not provided in the Statements.

d. Real Property and Personal Property--Leased. In the ordinary course of their businesses, the Debtors lease real property and various articles of personal property, including furniture, fixtures and equipment, from certain third-party lessors. All such leases are set forth in the Schedules and Statements. The property subject to leases is not reflected in the Schedules and Statements as either owned property or assets of the Debtors or property or assets of third-parties within the control of the Debtors. The lease payments under such leases have been included on Schedule D (secured debt) to the extent the lessor filed a UCC-1. However, nothing in the Schedules or Statements is or shall be construed as an admission or determination as to the legal status of any lease (including whether to assume and assign or reject such lease or whether it is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect to all such issues.

e. Causes of Action. The Debtors reserve all of their rights with respect to any causes of action they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such causes of action.

f. Schedule D. Except as otherwise agreed pursuant to a stipulation or agreed order or general order entered by the Bankruptcy Court, the Debtors reserve the right to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D of any Debtor. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all of their rights to dispute or challenge the secured nature of any such creditor's claim or the

characterization of the structure of any such transaction or any document or instrument (including without limitation, any intercompany agreement) related to such creditor's claim. The descriptions provided on Schedule D are intended only to be a summary. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements.

g. Schedule G. While every effort has been made to ensure the accuracy of the Schedule of Executory Contracts, inadvertent errors or omissions may have occurred. The Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contracts, agreements or leases set forth on Schedule G and to amend or supplement such Schedule as necessary. The contracts, agreements and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letter and other documents, instruments and agreements which may not be listed therein. Certain of the real property leases listed on Schedule G may contain renewal options, guarantees of payments, options to purchase, rights of first refusal, rights to lease additional space and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth on Schedule G. Certain of the executory agreements may not have been memorialized and could be subject to dispute. Executory agreements that are oral in nature, if any, have been scheduled to the best of the Debtors' knowledge. Additionally, the Debtors may be parties to various other agreements concerning real property, such as easements, rights of way, subordination, non-disturbance, supplemental agreements, amendments/letter agreements, title documents, consents, site plans, maps and other miscellaneous agreements. Such agreements, if any, are not set forth on Schedule G. Certain of the agreements listed on Schedule G may be in the nature of conditional sales agreements or secured financings. The presence of a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease. The Debtors reserve all of their rights, claims and causes of action with respect to the contracts and agreements listed on these Schedules and Statements, including the right to dispute or challenge the characterization or the structure of any transaction, document, or instrument.

h. Claims. Certain of the Debtors' Schedules and Statements list creditors and set forth the Debtors' estimate of the claims of creditors as of the Petition Date. The Bankruptcy Court has authorized the Debtors to, among other things, continue certain customer practices and to honor certain prepetition customer obligations; pay certain insurance financing premiums; pay certain prepetition shipping charges; and pay certain prepetition sales and use taxes. Pursuant to this authority, the Debtors believe that all prepetition taxes have been paid and that all customer deposits have been or will be honored. Accordingly, prepetition taxes and customer deposits have not been identified on the schedules, and the actual unpaid claims of creditors that ultimately may be allowed in these cases may differ from the amounts set forth in the Schedules and Statements.

i. Employee Claims. The Bankruptcy Court entered an order authorizing the Debtors to pay prepetition and postpetition employee wages, salaries, benefits and other obligations. The Debtors employed approximately 2,792 employees (2,549 full-time employees and 243 part-time employees) as of the Petition Date. Accordingly, only employee claims against the Debtors for prepetition amounts that have not been paid as of the time that the Schedules and Statements were prepared, if any, and employee claims for items not authorized to be paid by order of the Bankruptcy Court, if any, have been included in the Schedules and Statements.

j. Disputed, Contingent and/or Unliquidated Claims. Schedules D, E and F permit each of the Debtors to designate a claim as disputed, contingent and/or unliquidated. A failure to designate a claim on any of these Schedules as disputed, contingent and/or unliquidated does not constitute an admission that such claim is not subject to objection. The Debtors reserve the right to dispute, or assert offsets or defenses to, any claim reflected on these Schedules as to amount, liability or status.

UNITED STATES BANKRUPTCY COURT
Southern District of New York

In re: Levitz Furniture Corporation

Case No. 05-45194(BRL)

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, C, D, E, F, G, H, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of Schedules D, E, and F to determine the total amount of the debtor's liabilities.

Name of Schedule	Attached (YES/NO)	No. of Sheets	Amounts Scheduled		
			Assets	Liabilities	Other
A - Real Property	YES	1	\$0.00		
B - Personal Property	YES	9	\$22,172.64		
C - Property Claimed as Exempt	NO	0			
D - Creditors Holding Secured Claims	YES	2		\$192,894,404.12	
E - Creditors Holding Unsecured Priority Claims	YES	2		\$0.00	
F - Creditors Holding Unsecured NonPriority Claims	YES	2		\$0.00	
G - Executory Contracts and Unexpired Leases	YES	14			
H - Codebtors	YES	2			
I - Current Income of Individual Debtor(s)	NO	N/A			
J - Current Expenditures of Individual Debtor(s)	NO	N/A			
Total Number of Sheets in ALL Schedules		32			
Total Assets			\$22,173		
Total Liabilities				\$192,894,404	



0545194051227130333122231

In re: Levitz Furniture Corporation**Case No. 05-45194(BRL)****SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If a joint petition is filed, state whether husband, wife, both of them jointly, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "HWJC." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If any entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	H W J C	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR MORTGAGE	AMOUNT OF SECURED CLAIM OR MORTGAGE
NONE				
Subtotal (Total on this page)			\$0.00	
Total (Report total also on Summary of Schedules)			\$0.00	

In re: **Levitz Furniture Corporation**Case No. **05-45194(BRL)****SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None". If additional space is needed in any category attach a separate sheet properly identified with the case name, case number and the number of the category. If a joint petition is filed, state whether husband, wife, both of them jointly, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "HWJC." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HWJC	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			

Subtotal (Total on this page) **\$0.00**

In re: **Levitz Furniture Corporation**

Case No. 05-45194(BRL)

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HWJC	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		See attached Schedule B9		Unknown
10. Annuities. Itemize and name each issuer.	X			

Subtotal (Total on this page) **\$0.00**

In re: **Levitz Furniture Corporation**

Case No. 05-45194(BRL)

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HWJC	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.	X			
12. Stock and interests in incorporated and unincorporated businesses. Itemize.		See attached Schedule B12		Unknown
13. Interests in partnerships or joint ventures. Itemize.	X			
14. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
15. Accounts Receivable.	X			
16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			

Subtotal (Total on this page) **\$0.00**

In re: **Levitz Furniture Corporation**

Case No. 05-45194(BRL)

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HWJC	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
17. Other liquidated debts owing debtor including tax refunds. Give particulars.	X			
18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	X			
19. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Potential litigation claim against State of Florida Unclaimed Funds Division Reimbursement of unclaimed funds owed to Levitz by State of Florida		\$ 22,172.64
21. Patents, copyrights, and other intellectual property. Give particulars.		See attached Schedule B21		Unknown
22. Licenses, franchises, and other general intangibles. Give particulars.	X			

Subtotal (Total on this page) **\$22,172.64**

In re: **Levitz Furniture Corporation**Case No. **05-45194(BRL)****SCHEDULE B - PERSONAL PROPERTY**

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HWJC	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
23. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
24. Boats, motors, and accessories.	X			
25. Aircraft and accessories.	X			
26. Office equipment, furnishings, and supplies.	X			
27. Machinery, fixtures, equipment, and supplies used in business.	X			
28. Inventory.	X			

Subtotal (Total on this page) **\$0.00**

In re: **Levitz Furniture Corporation**Case No. **05-45194(BRL)****SCHEDULE B - PERSONAL PROPERTY**

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HWJC	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
29. Animals.	X			
30. Crops - growing or harvested. Give particulars.	X			
31. Farming equipment and implements.	X			
32. Farm supplies, chemicals, and feed.	X			
33. Other personal property of any kind not already listed. Itemize.	X			

Subtotal (Total on this page)

\$0.00

Total (Report total also on Summary of Schedules)

\$22,172.64

In re: Levitz Furniture Corporation

Case No. 05-45194

Schedule B9

Personal Property - Interests in insurance policies

Insurer	Insurance Type	Policy Number	Cash Surrender Value
ACE	Directors & Officers Side A Coverage	DOXG2164770600	Unknown
AIG	Directors & Officers & EPL	4910905	Unknown
AIG	Fiduciary Liability Primary	4910882	Unknown
AIG	Employed Lawyers Liability	4910885	Unknown
Allianz Global Risk US Insurance Co.	All-Risk Property and Earthquake	CLP3005868	Unknown
AXIS	Directors & Officers Excess	EAN505369	Unknown
Clarendon America Ins. Co.	Earthquake DIC (CA, WA & OR only)	PIH51587	Unknown
Clarendon America Ins. Co.	Earthquake DIC (CA, WA & OR only)	50019EQ-1	Unknown
Commonwealth Insurance Co. Amer	Earthquake DIC (CA, WA & OR only)	US5569	Unknown
Foreign Insurers c/o POR	Earthquake DIC (CA, WA & OR only)	AL0212	Unknown
Great American	Excess Umbrella	TUE5479342	Unknown
Hartford	Fiduciary Liability Excess	IA021748005	Unknown
Hudson Specialty Insurance Co.	Earthquake DIC (CA, WA & OR only)	HS10225	Unknown
Lloyds of London c/o Assigned Producer	Earthquake DIC (CA, WA & OR only)	UAL25127	Unknown
Lloyds of London c/o Assigned Producer	Earthquake DIC (CA, WA & OR only)	ZWL500321	Unknown
Lloyds of London c/o Assigned Producer	Earthquake DIC (CA, WA & OR only)	304086EQ-1	Unknown
National Union Fire Ins Co.	Crime	4915232	Unknown
St. Paul/Traveler's	Workers Compensation	TRJ UB 218T5987-05 (MA, AZ & OR) TC2J-UB/221T312A-05 (all other state)	Unknown
St. Paul/Traveler's	General Liability	TJEXGL-202T217-05 TC2J-GLSA-1202768-TIL-05 (Landlord)	Unknown
St. Paul/Traveler's	Automobile	TC2J-CAP-221T486A-05	Unknown
St. Paul/Traveler's	Automobile	TC2J-CAP-221T4871-05	Unknown
St. Paul/Traveler's	Cargo	OC08800195	Unknown
United State Fire Insurance Co.	Earthquake DIC (CA, WA & OR only)	AL0212	Unknown
Westchester Surplus Lines Ins. Co.	Earthquake DIC (CA, WA & OR only)	I20673746	Unknown
XL America	Umbrella	US00007858LI05A	Unknown
Zurich American Ins. Co. of IL	Boiler & Machinery	BM370591904	Unknown
TOTAL:			Unknown

In re: Levitz Furniture Corporation**Case No. 05-45194**

Schedule B12

Personal Property - Stock and interests in incorporated and unincorporated businesses

Business Name	Address	City	State	Zip	Ownership % or # of Shares	Book Value of Investment
Levitz Furniture Company of the Midwest, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	100%	Unknown
Levitz Furniture Company of Washington, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	100%	Unknown
Levitz Furniture Company of Delaware, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	100%	Unknown
Levitz Furniture Reinsurance, Ltd.	300 Crossways Park Drive	Woodbury	NY	11797	100%	Unknown
Levitz Furniture Company of Canada, Ltd	300 Crossways Park Drive	Woodbury	NY	11797	100%	Unknown
John M Smyth Company	300 Crossways Park Drive	Woodbury	NY	11797	100%	Unknown
Levitz Shopping Service, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	100%	Unknown
Levitz Furniture, LLC	300 Crossways Park Drive	Woodbury	NY	11797	88.77%	Unknown
TOTAL:						Unknown

In re: Levitz Furniture Corporation**Case No. 05-45194**

Schedule B21

Personal Property - Patents, copyrights, and other intellectual property

Patent/Trademark Name	Filing Date	Market Value
Copyright for "Selling for Results" (Serial No. PAu-720-006)	11/1/1984	Unknown
Domain Name for Levitz.com	N/A	Unknown
Domain Name for Levitzhomefurnishings.com	N/A	Unknown
Domain Name for Lhficorp.com	N/A	Unknown
Trademark for "@ My Place" (Serial No.2484713)	9/4/2001	Unknown
Trademark for "Better Rooms for Less" (Serial No.2386797)	9/19/2000	Unknown
Trademark for "Captiva Collection" (Serial No.2184523)	8/25/1998	Unknown
Trademark for "Classic House Furniture Galleries" with logo (Serial No.1009039)	4/15/1975	Unknown
Trademark for "Classic House" (Serial No.1010853)	5/13/1975	Unknown
Trademark for "Feel the Love" (Serial No.78239632)	4/18/2003	Unknown
Trademark for "Levitz Coast-to-Coast Since 1910" with oval (Serial No.1043146)	7/6/1976	Unknown
Trademark for "Levitz Homemakers" (Serial No.2137806)	2/17/1998	Unknown
Trademark for "Levitz" (Serial No.969828)	10/2/1973	Unknown
Trademark for "Lofty Ideas" (Serial No.2151461)	4/14/1998	Unknown
Trademark for "Love The Way You Live" (Serial No.2422492)	1/23/2001	Unknown
Trademark for "Rooms For Less" (Serial No.1803479)	11/9/1993	Unknown
Trademark for "You'll love it at Levitz" (Serial No.76491523)	2/21/2003	Unknown
Trademark for "Your Kind of Place" (Serial No.2133399)	1/27/1998	Unknown
TOTAL:		Unknown

In re: **Levitz Furniture Corporation**Case No. **05-45194(BRL)****SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and account number, if any, of all entities holding claims secured by property of the debtor as of the date of filing of the petition. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests. List creditors in alphabetical order to the extent practicable. If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them jointly, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "HWJC."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	C O D E B T O R	H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No: See attached Schedule D							\$ 192,894,404.12	UNKNOWN

Subtotal (Total on this page)

\$192,894,404.12

Total (Report total also on Summary of Schedules)

\$192,894,404.12

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule D
Creditors Holding Secured Claims

Creditor's Name	Codebtor	Address 1	Address 2	City	State	Zip	Date claim was incurred, nature of UCC Lien and description and market value of property subject to UCC Lien	Contingent	Unliquidated	Disputed	Amount of claim without deducting value of collateral	Unsecured portion, if any
BT Commercial Corporation		233 South Wacker Drive		Chicago	IL	60606	UCC Lien	X	X	X	UNKNOWN	UNKNOWN
CMS Communications, Inc.		715 Goddard Avenue		Chesterfield,	MO	63005	UCC Lien	X	X	X	UNKNOWN	UNKNOWN
GE Corporate Financial Services		Attention: Levitz Account Manager	201 Merritt 7, P.O. Box 5201	Norwalk	CT	06856-5201	UCC Lien	X	X	X	UNKNOWN	UNKNOWN
GE Corporate Financial Services	X	Attention: Levitz Account Manager	201 Merritt 7, P.O. Box 5201	Norwalk	CT	06856-5201	Revolving Credit Facility	X			\$54,808,293.00	UNKNOWN
IBM Credit Corporation		1 North Castle Drive		Armonk	NY	10504	UCC Lien	X	X	X	UNKNOWN	UNKNOWN
Minolta Business Systems		P.O. Box 728		Park Ridge	NJ	07656	UCC Lien	X	X	X	UNKNOWN	UNKNOWN
Pitney Bowes		27 Waterview Drive		Shelton	CT	05484	UCC Lien	X	X	X	UNKNOWN	UNKNOWN
Sanwa Business Credit Corp.		One South Wacker Drive	14th Floor	Chicago	IL	60606	UCC Lien	X	X	X	UNKNOWN	UNKNOWN
Sanwa Business Credit Corp.		One South Wacker Drive	14th Floor	Chicago	IL	60606	UCC Lien	X	X	X	UNKNOWN	UNKNOWN
Sanwa General Equipment Leasing		502 Washington Avenue		Towson	MD	21204	UCC Lien	X	X	X	UNKNOWN	UNKNOWN
Sanwa General Equipment Leasing		502 Washington Avenue		Towson	MD	21204	UCC Lien	X	X	X	UNKNOWN	UNKNOWN
State Street Bank and Trust Company, N.A., as Agent							UCC Lien	X	X	X	UNKNOWN	UNKNOWN
US Bank Corporate Trust Services	X	100 Wall St, Suite 1600		New York	NY	10005	Class A 12.5% Senior Secured Notes	X			\$105,694,444.44	UNKNOWN
US Bank Corporate Trust Services	X	100 Wall St, Suite 1600		New York	NY	10005	Class B 15% Senior Secured Notes w/ 2.5% Paid-in-Kind Interest	X			\$32,391,666.68	UNKNOWN
Wells Fargo Bank, N.A.		608 2nd Avenue South, 12th Floor	MAC N9303-120	Minneapolis	MN	55479	UCC Lien	X	X	X	UNKNOWN	UNKNOWN
TOTAL:											\$192,894,404.12	UNKNOWN

In re: **Levitz Furniture Corporation**Case No. **05-45194(BRL)****SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name and mailing address, including zip code, and account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them jointly, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "HWJC."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotal" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Repeat this total also on the Summary of Schedules.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(2).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,000* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(3).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$4,925* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(5).

☐ **Deposits by individuals**

Claims of individuals up to \$2,225* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(6).

☐ **Alimony, Maintenance, or Support**

Claims of a spouse, former spouse, or child of the debtor for alimony, maintenance, or support, to the extent provided in 11 U.S.C. § 507(a)(7).

☐ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

*Amounts are subject to adjustment on April 1, 2007 and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re: Levitz Furniture Corporation

Case No. 05-45194(BRL)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	C O D E B T O R	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY
NONE								

Subtotal (Total on this page)	\$0.00
Total (Report total also on Summary of Schedules)	\$0.00

In re: **Levitz Furniture Corporation**Case No. **05-45194(BRL)****SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and account number, if any, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them jointly, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "HWJC."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

☐ Check this box if debtor has no creditors holding unsecured nonpriority claims to report on this Schedule F.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	C O D E B T O R	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
See attached Schedule F							UNKNOWN
Subtotal (Total on this page)							\$0.00
Total (Report total also on Summary of Schedules)							\$0.00

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule F
Creditors Holding Unsecured Claims

Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Zip	Type of Claim	Subject to setoffs Y/N	Contingent	Unliquidated	Disputed	Total amount of claim
Ambassador Translating Inc		442 US Highway 202-206	Suite #PMB200	Bedminster	NJ	07921	Potential/Pending Litigation	N	X	X	X	Unknown
April Perry	c/o Van N Dao Esq	Charles Manh & Associates	8990 Westminster Blvd 2nd Fl	Westminster	CA	92683	Potential/Pending Litigation	N	X	X	X	Unknown
Asmeret Belai		7256 Alpine Frost		Sacramento	CA	95823	Potential/Pending Litigation	N	X	X	X	Unknown
CTC Communications Corp		220 Bear Hill Road		Waltham	MA	02451	Potential/Pending Litigation	N	X	X	X	Unknown
Donna Chessani		125 1/2 Main Street		PIRU	CA	93040	Potential/Pending Litigation	N	X	X	X	Unknown
Ismael Alfaro	c/o Jill E Barwick Esq	2045 Jefferson Street		Napa	CA	94559	Potential/Pending Litigation	N	X	X	X	Unknown
Jerry Carroll	c/o Gary Lee Printy Esq	1804 Miccosukee Commons Dr	Suite 200	Tallahassee	FL	32308-5471	Potential/Pending Litigation	N	X	X	X	Unknown
Laryan Wermuth		17 Stengal Place		Smithtown	NY	11787	Potential/Pending Litigation	N	X	X	X	Unknown
Norman Kinel		22 Cook Road		East Brunswick	NJ	08816	Potential/Pending Litigation	N	X	X	X	Unknown
Sharon Nelson		1585 Hoot Owl Ct		Tracy	CA	95376	Potential/Pending Litigation	N	X	X	X	Unknown
Sonia Collazo		323 W Acacia Ave Apt B		Hemet	CA	92543	Potential/Pending Litigation	N	X	X	X	Unknown
Norman Kinel	c/o Terence D Watson Esq	Dreier LLP	499 Park Avenue	New York	NY	10022	Potential/Pending Litigation	N	X	X	X	Unknown
TOTAL:												Unknown

In re: **Levitz Furniture Corporation**

Case No. 05-45194(BRL)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests.

State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease.

Provide the names and complete mailing addresses of all other parties to each lease or contract described.

NOTE: A party listed on this schedule will not receive notice of the filing of this case unless the party is also scheduled in the appropriate schedule of creditors.

☐ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS OF NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT
See attached Schedule G	

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule G
Executory Contracts and Unexpired Leases

Counterparty Company or Individual's Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Document Name/Description	Real Property? (Y/N)	Real Property Location	Nature of Interest
AAR Realty Corporation	Attn: Jerome Robbins	PO Box 334	Lenox Hill Station		New York	NY	10021	Agreement between Wilmington Shopping Center Inc. and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
AAR Realty Corporation	Attn: Jerome Robbins	PO Box 334	Lenox Hill Station		New York	NY	10021	Amendment A to Lease Agreement between Wilmington Shopping Center Inc. and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
AAR Realty Corporation	Attn: Jerome Robbins	PO Box 334	Lenox Hill Station		New York	NY	10021	Amendment B to Lease Agreement between Wilmington Shopping Center Inc. and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
AAR Realty Corporation	Attn: Jerome Robbins	PO Box 334	Lenox Hill Station		New York	NY	10021	Amendment C to Lease Agreement between Wilmington Shopping Center Inc. and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
AAR Realty Corporation	Attn: Jerome Robbins	PO Box 334	Lenox Hill Station		New York	NY	10021	Lease Agreement between Wilmington Shopping Center Inc. and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
AAR Realty Corporation	Attn: Jerome Robbins	PO Box 334	Lenox Hill Station		New York	NY	10021	Lease Extension Agreement between AAR Realty Corporation and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
AAR Realty Corporation	Attn: Jerome Robbins	PO Box 334	Lenox Hill Station		New York	NY	10021	Second Agreement between Wilmington Shopping Center Inc. and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
AAR Realty Corporation	Attn: Jerome Robbins	PO Box 334	Lenox Hill Station		New York	NY	10021	Second Lease Extension Agreement between AAR Realty Corporation and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
AAR Realty Corporation	Attn: Jerome Robbins	PO Box 334	Lenox Hill Station		New York	NY	10021	Short Form Lease between AAR Realty Corporation and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
AAR Realty Corporation	Attn: Jerome Robbins	PO Box 334	Lenox Hill Station		New York	NY	10021	Addendum 2 to Agreement re: Sale and Transfer of Merchandise	N	N/A	Party
ADT Security Services Inc		2009 Western Ave			Las Vegas	NV	89102	Commercial Sales Proposal/Agreement No. 8771260802 re: Burglar Alarm Systems	N	Las Vegas - 40602	Customer
ADT Security Services Inc		2009 Western Ave			Las Vegas	NV	89102	Commercial Sales Proposal/Agreement No. 8771356801 re: Fire Alarm Systems	N	Las Vegas - 40602	Customer
ADT Security Services Inc								Rider for Additional Service re: Additions to Existing Fire Alarm System	N	Las Vegas - 40602	Customer
ADT Security Services Inc								Rider for Additional Service re: Additions to Existing Fire Alarm System	N	Las Vegas - 40602	Customer
B&S Pike Associates		232 N 22nd St			Philadelphia	PA	19103	Real Property Agreements re: Downingtown, PA (Homelite)	Y	Downingtown, PA	Tenant
Blazen, LLC	c/o Elaine McDonald	19218 94th Avenue West			Edmunds	WA	98020	Lease Agreement between McCann Development Corp. and Levitz Furniture Corporation	Y	Seattle, WA (Lynnwood)	Lessee
Blazen, LLC	c/o Elaine McDonald	19218 94th Avenue West			Edmunds	WA	98020	Lease Agreement by and between Levitz SL Seattle, L.L.C. and Various Levitz Entities	Y	Seattle, WA (Lynnwood)	Lessee
Blazen, LLC	c/o Elaine McDonald	19218 94th Avenue West			Edmunds	WA	98020	Lease Assignment and Assumption Agreement between Levitz Furniture Company of Washington, Inc. and Levitz Furniture Company of Washington Realty, Inc.	Y	Seattle, WA (Lynnwood)	
Blazen, LLC	c/o Elaine McDonald	19218 94th Avenue West			Edmunds	WA	98020	Memorandum Agreement between McCann Development Corp. and Levitz Furniture Corporation	Y	Seattle, WA (Lynnwood)	
Blazen, LLC	c/o Elaine McDonald	19218 94th Avenue West			Edmunds	WA	98020	Statutory Warranty Deed among McCann Development Corp. and American National Insurance Company	Y	Seattle, WA (Lynnwood)	
Cerritos Best Plaza LLC	c/o Barco Real Estate Management	1545 North Verdugo Road	Ste 115		Glendale	CA	91208	Assignment of Lease and Agreement From Louise Partners to American National Insurance Company	Y	Cerritos, CA	Lessee
Cerritos Best Plaza LLC	c/o Barco Real Estate Management	1545 North Verdugo Road	Ste 115		Glendale	CA	91208	Assignment of Lease Between Louise Partners and Krausz Enterprises	Y	Cerritos, CA	Lessee
Cerritos Best Plaza LLC	c/o Barco Real Estate Management	1545 North Verdugo Road	Ste 115		Glendale	CA	91208	Lease Agreement Between Louise Partners and Levitz Furniture Corporation	Y	Cerritos, CA	Lessee
Cerritos Best Plaza LLC	c/o Barco Real Estate Management	1545 North Verdugo Road	Ste 115		Glendale	CA	91208	Memorandum of Lease Agreement Between Louise Partners and Levitz Furniture Corporation	Y	Cerritos, CA	Lessee
Cerritos Best Plaza LLC	c/o Barco Real Estate Management	1545 North Verdugo Road	Ste 115		Glendale	CA	91208	Subordination, Nondisturbance and Attornment Agreement Between Levitz Furniture Company of the Pacific, Inc., Levitz Furniture Corporation and Krausz Enterprises and Bank of America National Trust and Savings Association	Y	Cerritos, CA	Lessee

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule G
Executory Contracts and Unexpired Leases

Counterparty Company or Individual's Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Document Name/Description	Real Property? (Y/N)	Real Property Location	Nature of Interest
Cherry Hill Self Storage LLC		708 Highway 35			Neptune	NJ	07753	Agreement of Sublease Between Levitz Furniture Corporation, Levitz Furniture Company of the Midwest, Inc, Levitz Furniture Company of the Pacific, Levitz Furniture Company of Washington, Inc and Levitz Furniture LLC	Y	Cherry Hill, NJ	Tenant
Cherry Hill Self Storage LLC		708 Highway 35			Neptune	NJ	07753	Consent to Sublease Between Levitz SL Cherry Hill LLC, and Levitz Furniture Corporation, Levitz Furniture Company of the Midwest, Inc., Levitz Furniture Company of Washington, Inc.	Y	Cherry Hill, NJ	Tenant
Cherry Hill Self Storage LLC		708 Highway 35			Neptune	NJ	07753	Lease by and between Levitz SL Cherry Hill LLC, and Levitz Furniture Corporation, Levitz Furniture Company of the Midwest, Inc., Levitz Furniture Company of Washington, Inc.	Y	Cherry Hill, NJ	Tenant
Cherry Hill Self Storage LLC		708 Highway 35			Neptune	NJ	07753	Lease Termination Agreement Between Levitz SL Cherry Hill LLC and Levitz SL Cherry Hill LLC	Y	Cherry Hill, NJ	Tenant
Citicorp Vendor Finance Inc								Amendment to Equipment Lease Agreement Nos. 4137873 and 4137874	N	NA	Lessee
Constantino Noval Nevada LLC		13780 Foothill Blvd	Ste 4		Sylmar	CA	91342	Assignment of Lease Agreement from Levitz Furniture Company of the Pacific, Inc to Levitz Furniture Company of the Pacific Realty, Inc	Y	Las Vegas, NV	Lessee
Constantino Noval Nevada LLC		13780 Foothill Blvd	Ste 4		Sylmar	CA	91342	Assignment of Lease Agreement from Levitz Furniture Corporation to Levitz Furniture Company of the Pacific, Inc	Y	Las Vegas, NV	Lessee
Constantino Noval Nevada LLC		13780 Foothill Blvd	Ste 4		Sylmar	CA	91342	First Amendment to Lease Agreement Between Levitz Plaza and Levitz Furniture Company of the Pacific, Inc	Y	Las Vegas, NV	Lessee
Constantino Noval Nevada LLC		13780 Foothill Blvd	Ste 4		Sylmar	CA	91342	Lease Agreement between LRC Properties and Levitz Furniture Corporation	Y	Las Vegas, NV	Lessee
Constantino Noval Nevada LLC		13780 Foothill Blvd	Ste 4		Sylmar	CA	91342	Memorandum of Lease Agreement by and between Levitz Plaza, as assignee of LRC, and Levitz Furniture Company of the Pacific, Inc	Y	Las Vegas, NV	Lessee
Constantino Noval Nevada LLC		13780 Foothill Blvd	Ste 4		Sylmar	CA	91342	Second Amendment to Lease Agreement by and between Levitz Plaza LLC and Levitz Furniture Company of the Pacific, Inc	Y	Las Vegas, NV	Lessee
Costco Wholesale Corp	Property Management	999 Lake Dr			Issaquah	WA	98027	Amended and Restated Memorandum of Lease by and between King Star Enterprises LP and Levitz Furniture Corporation	Y	King of Prussia, PA	Tenant
Costco Wholesale Corp	Property Management	999 Lake Dr			Issaquah	WA	98027	Assignment of Lease from Levitz Furniture Corporation to Levitz Furniture Company of Pennsylvania, Inc	Y	King of Prussia, PA	Tenant
Costco Wholesale Corp	Property Management	999 Lake Dr			Issaquah	WA	98027	First Amendment to Lease Agreement Between King Star Enterprises LP and Levitz Furniture Corporation	Y	King of Prussia, PA	Tenant
Costco Wholesale Corp	Property Management	999 Lake Dr			Issaquah	WA	98027	Lease Agreement Between Norris Amusement Inc and Levitz Furniture Corporation	Y	King of Prussia, PA	Tenant
Costco Wholesale Corp	Property Management	999 Lake Dr			Issaquah	WA	98027	License Agreement Between Norris Associates, Meridian Trust Company and Toys R Us - Penn, Inc	Y	King of Prussia, PA	Tenant
Costco Wholesale Corp	Property Management	999 Lake Dr			Issaquah	WA	98027	Memorandum of Lease Between Norris Amusement Inc and Levitz Furniture Corporation	Y	King of Prussia, PA	Tenant
Davidoff & Malitto LLP	Attn: Bruce S. Nathan, Esq.	605 Third Avenue			New York	NY	10158	Amended Vendor Agreement	N	N/A	Party

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule G
Executory Contracts and Unexpired Leases

Counterparty Company or Individual's Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Document Name/Description	Real Property? (Y/N)	Real Property Location	Nature of Interest
DDR MDT Connecticut Commons LLC	c/o Developers Diversified Realty Corporation	Leasing: Ron Meyers	3300 Enterprise Parkway		Beachwood	OH	44122	Standard Lease Agreement between Plainville Development, L.P. and Levitz Furniture Corporation	Y	Plainville, CT	Tenant
Federated Department Stores Inc	Macy's West Real Estate Division	Klaus Ziermayer	7 West Seventh St	10th Fl	Cincinnati	OH	45202	Amendment No. 1 to Lease Between Delta Properties and Macy's California, Inc.	Y	Concord, CA	Subtenant
Federated Department Stores Inc	Macy's West Real Estate Division	Klaus Ziermayer	7 West Seventh St	10th Fl	Cincinnati	OH	45202	Amendment No. 2 to Lease Between Delta Properties and Macy's California, Inc.	Y	Concord, CA	Subtenant
Federated Department Stores Inc	Macy's West Real Estate Division	Klaus Ziermayer	7 West Seventh St	10th Fl	Cincinnati	OH	45202	Amendment No. 3 to Lease Between Macy's West, Inc and R&B Heritage Investors LP and Marina Square Partners LP	Y	Concord, CA	Subtenant
Federated Department Stores Inc	Macy's West Real Estate Division	Klaus Ziermayer	7 West Seventh St	10th Fl	Cincinnati	OH	45202	Lease Between Delta Properties and Macy's California, Inc	Y	Concord, CA	Subtenant
Federated Department Stores Inc	Macy's West Real Estate Division	Klaus Ziermayer	7 West Seventh St	10th Fl	Cincinnati	OH	45202	Sublease Between Macy's West, Inc and Levitz Furniture Corporation	Y	Concord, CA	Subtenant
Feinco LLC c/o Buy Buy Baby	Jeffrey Feinstein	895 E Gate Blvd			Garden City	NY	11530-2199	Assignment and Assumption Agreement Between Levitz SL Roosevelt Field LLC and Feinco LLC	Y	Garden City E, NY "Roosevelt Field"	Assignor/ Lessee
Feinco LLC c/o Buy Buy Baby	Jeffrey Feinstein	895 E Gate Blvd			Garden City	NY	11530-2199	Assignment of Landlord's Interest in Lease from Simon Property Group, Inc, successor in interest to Corporate Property Investors to Feinco LLC	Y	Garden City E, NY "Roosevelt Field"	Assignor/ Lessee
Feinco LLC c/o Buy Buy Baby	Jeffrey Feinstein	895 E Gate Blvd			Garden City	NY	11530-2199	Lease by and between Levitz SL Roosevelt Field, L.L.C. and Levitz Furniture Corporation; Levitz Furniture Realty Corporation; Levitz Furniture Company of the Midwest, Inc.; Levitz Furniture Company of the Pacific, Inc.; Levitz Furniture Company of Washin	Y	Garden City E, NY "Roosevelt Field"	Assignor/ Lessee
Feinco LLC c/o Buy Buy Baby	Jeffrey Feinstein	895 E Gate Blvd			Garden City	NY	11530-2199	Third Amendment to Unitary Lease Between Levitz Furniture Corporation and Klaff Realty LP and Lubert Adler Capital Real Estate Fund II LP	Y	Garden City E, NY "Roosevelt Field"	Assignor/ Lessee
First Financial Bank								Merchant Services Bankcard Agreement	N	N/A	Customer
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Amendment to Ground Lease between Freeway Industrial Park and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Amendment to Industrial Lease by and between Southern Pacific Company and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Assignment of Lease and Agreement from Huntley Properties Inc and Levitz Furniture Corporation to Teachers Insurance and Annuity Association of America	Y	Huntington Beach, CA	Lessee
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Ground Lease between Freeway Industrial Park and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Industrial Lease by and between Southern Pacific Company and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Lease and Sublease Between Huntley Properties Inc and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Memorandum of Industrial Lease by and between Southern Pacific Company and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Memorandum of Lease and Sublease Between Huntley Properties Inc and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Modification of Ground Lease and Lease and Sublease Agreement Between Freeway Industrial Park, Levitz Furniture Corporation, Levitz Furniture Company of the Pacific, Inc and Huntley Associates	Y	Huntington Beach, CA	Lessee
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Second Amendment to Ground Lease between Freeway Industrial Park and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Second Amendment to Industrial Lease by and between Southern Pacific Company and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Supplemental Agreement to Industrial Lease by and between Southern Pacific Company and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Third Amendment to Ground Lease between Freeway Industrial Park and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule G
Executory Contracts and Unexpired Leases

Counterparty Company or Individual's Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Document Name/Description	Real Property? (Y/N)	Real Property Location	Nature of Interest
Freeway Industrial Park	c/o Robert C Ihrke	co Palmieri Tyler Wiener & Waldron LLP	2603 Main St	East Tower Ste 1300	Irvine	CA	92614-6228	Third Amendment to Industrial Lease by and between Union Pacific Railroad Company and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
G&K Management Co Inc	Eamonn Kileen- Marketing Dept	5150 Overland Ave			Culver City	CA	90230	Standard Industrial/Commercial Single Tenant Lease	Y	Los Angeles, CA (Glendale San Fernando Road)	Lessee
Harrigan, Weidenmuller Co.	Attn: Brian Muller	300 Montgomery Street	Suite 660		San Francisco	CA	94104	Amendment to Lease Agreement between Johnson and Mape Construction Company and Levitz Furniture Corporation	Y	Santa Clara, CA	Tenant
Harrigan, Weidenmuller Co.	Attn: Brian Muller	300 Montgomery Street	Suite 660		San Francisco	CA	94104	Lease Agreement between Johnson and Mape Construction Company and Levitz Furniture Corporation	Y	San Bernardino, CA	Tenant
Harrigan, Weidenmuller Co.	Attn: Brian Muller	300 Montgomery Street	Suite 660		San Francisco	CA	94104	Lease Agreement between Johnson and Mape Construction Company and Levitz Furniture Corporation	Y	Santa Clara, CA	Tenant
Harrigan, Weidenmuller Co.	Attn: Brian Muller	300 Montgomery Street	Suite 660		San Francisco	CA	94104	Notice of Extension of Lease between Johnson and Mape Construction Company and Levitz Furniture Corporation	Y	San Bernardino, CA	Tenant
Harrigan, Weidenmuller Co.	Attn: Brian Muller	300 Montgomery Street	Suite 660		San Francisco	CA	94104	Notice to Extend Lease Term between Johnson and Mape Construction Company and Levitz Furniture Corporation	Y	Santa Clara, CA	Tenant
Harrigan, Weidenmuller Co.	Attn: Brian Muller	300 Montgomery Street	Suite 660		San Francisco	CA	94104	Second Amendment to Lease Agreement between Johnson and Mape Construction Company and Levitz Furniture Corporation	Y	Santa Clara, CA	Tenant
Harrigan, Weidenmuller Co.	Attn: Brian Muller	300 Montgomery Street	Suite 660		San Francisco	CA	94104	Third Amendment to Lease Agreement between Johnson and Mape Construction Company and Levitz Furniture Corporation	Y	Santa Clara, CA	Tenant
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Amendment to Ground Lease between Freeway Industrial Park and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Amendment to Industrial Lease by and between Southern Pacific Company and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Assignment of Lease and Agreement from Huntley Properties Inc and Levitz Furniture Corporation to Teachers Insurance and Annuity Association of America	Y	Huntington Beach, CA	Lessee
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Ground Lease between Freeway Industrial Park and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Industrial Lease by and between Southern Pacific Company and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Lease and Sublease Between Huntley Properties Inc and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Memorandum of Industrial Lease by and between Southern Pacific Company and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Memorandum of Lease and Sublease Between Huntley Properties Inc and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Modification of Ground Lease and Lease and Sublease Agreement Between Freeway Industrial Park, Levitz Furniture Corporation, Levitz Furniture Company of the Pacific, Inc and Huntley Associates	Y	Huntington Beach, CA	Lessee
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Second Amendment to Ground Lease between Freeway Industrial Park and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Second Amendment to Industrial Lease by and between Southern Pacific Company and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Supplemental Agreement to Industrial Lease by and between Southern Pacific Company and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Third Amendment to Ground Lease between Freeway Industrial Park and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Huntley Associates Limited Partnership	Peter Braverman SVP	c/o Winthrop	100 Jericho Quadrangle	Ste 214	Jericho	NY	11753	Third Amendment to Industrial Lease by and between Union Pacific Railroad Company and Levitz Furniture Corporation	Y	Huntington Beach, CA	Lessee
Imperial Investment & Development	John Wynn	426 S Main St			Milpitas	CA	95035	Lease Agreement Between Richard B Collins, John H Cummings and Levitz Furniture Corporation	Y	Fremont, CA	Lessee

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule G
Executory Contracts and Unexpired Leases

Counterparty Company or Individual's Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Document Name/Description	Real Property? (Y/N)	Real Property Location	Nature of Interest
Imperial Investment & Development	John Wynn	426 S Main St			Milpitas	CA	95035	Letter Agreement Amending Lease Between Richard B Collins, John H Cummings and Levitz Furniture Corporation	Y	Fremont, CA	Lessee
Imperial Investment & Development	John Wynn	426 S Main St			Milpitas	CA	95035	Memorandum of Lease Agreement Between Richard B Collins, John H Cummings and Levitz Furniture Corporation	Y	Fremont, CA	Lessee
Imperial Investment & Development	John Wynn	426 S Main St			Milpitas	CA	95035	Subordination Agreement, Acknowledgement of Lease Assignment, Estoppel, Attornment and Nondisturbance Agreement Between C & C Equities, Levitz Furniture Corporation, and Wells Fargo Bank National Association	Y	Fremont, CA	Lessee
JDI Paramus Limited Partnership	ARC Properties, Inc.	1401 Broad Street			Clifton	NJ	07013	Amendment to Lease Agreement by and between JDI Paramus Limited Partnership and Levitz Furniture Corporation	Y	Paramus, NJ	
JDI Paramus Limited Partnership	ARC Properties, Inc.	1401 Broad Street			Clifton	NJ	07013	Assignment and Assumption of Leases between Levitz SL Paramus, LLC and JDI Paramus Limited Partnership	Y	Paramus, NJ	
JDI Paramus Limited Partnership	ARC Properties, Inc.	1401 Broad Street			Clifton	NJ	07013	Lease Agreement by and between Levitz SL Paramus, LLC and Levitz Furniture Corporation	Y	Paramus, NJ	Tenant
JDI Paramus Limited Partnership	ARC Properties, Inc.	1401 Broad Street			Clifton	NJ	07013	Letter re Lease Terms by and between JDI Paramus Limited Partnership and Levitz Furniture Corporation	Y	Paramus, NJ	
JDI Paramus Limited Partnership	ARC Properties, Inc.	1401 Broad Street			Clifton	NJ	07013	Notice of Lease Modification between Levitz SL Paramus, LLC and Levitz Furniture Corporation	Y	Paramus, NJ	
JDI Paramus Limited Partnership	ARC Properties, Inc.	1401 Broad Street			Clifton	NJ	07013	Sale of Properties to Klaff Realty, L.P. and Leaseback of Same Properties to Levitz Furniture Corporation or Their Affiliates	Y	Paramus, NJ	Tenant
JDI Paramus Limited Partnership	ARC Properties, Inc.	1401 Broad Street			Clifton	NJ	07013	Second Amendment to Unitary Lease between Levitz Furniture Corporation and Various Levitz Entities	Y	Paramus, NJ	
JHD Associates	Attn Gary J Dienst	co The O Connor Group	399 Park Ave		New York	NY	10022	Landlord Change of Address Notice	Y	Willowbrook (Fairfield, NJ)	Lessee
JHD Associates	Attn Gary J Dienst	co JW O Connor & Co Inc	100 Menlo Park 5th Fl		Edison	NJ	08837	Notice of 1st Extension of Lease	Y	Willowbrook (Fairfield, NJ)	Lessee
JHD Associates	Attn Gary J Dienst	co The O Connor Group	399 Park Ave		New York	NY	10022	Notice of 2nd Extension of Lease	Y	Willowbrook (Fairfield, NJ)	Lessee
JHD Associates	co Jeremiah W O Connor Jr	230 Park Avenue Ste 1340			New York	NY	10017	Notice of Landlord Change	Y	Willowbrook (Fairfield, NJ)	Lessee
JHD Associates	co JW O Connor & Co Inc	200 Park Ave			New York	NY	10166	Notice of Payment Address	Y	Willowbrook (Fairfield, NJ)	Lessee
Jorge Aquino		4982 Covey Trail			Boca Raton	FL	33487	Letter Agreement re: Retention Agreement	N	N/A	Party
Joseph Maquire		2499 Glades Road	Suite 111		Boca Raton	FL	33431	Agreement between Wilmington Shopping Center Inc. and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
Joseph Maquire		2499 Glades Road	Suite 111		Boca Raton	FL	33431	Amendment A to Lease Agreement between Wilmington Shopping Center Inc. and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
Joseph Maquire		2499 Glades Road	Suite 111		Boca Raton	FL	33431	Amendment B to Lease Agreement between Wilmington Shopping Center Inc. and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
Joseph Maquire		2499 Glades Road	Suite 111		Boca Raton	FL	33431	Amendment C to Lease Agreement between Wilmington Shopping Center Inc. and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
Joseph Maquire		2499 Glades Road	Suite 111		Boca Raton	FL	33431	Lease Agreement between Wilmington Shopping Center Inc. and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
Joseph Maquire		2499 Glades Road	Suite 111		Boca Raton	FL	33431	Lease Extension Agreement between AAR Realty Corporation and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
Joseph Maquire		2499 Glades Road	Suite 111		Boca Raton	FL	33431	Second Agreement between Wilmington Shopping Center Inc. and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
Joseph Maquire		2499 Glades Road	Suite 111		Boca Raton	FL	33431	Second Lease Extension Agreement between AAR Realty Corporation and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
Joseph Maquire		2499 Glades Road	Suite 111		Boca Raton	FL	33431	Short Form Lease between AAR Realty Corporation and Levitz Furniture Co. of Wilmington, Inc.	Y	Wilmington, DE (Claymont)	Tenant
J's Maintenance Service, Inc.		545 W. Glenoaks Blvd.			Glendale	CA	91202	Maintenance Contract	N	N/A	Party
KIMCO Realty Corporation		3333 New Hyde Park Rd	Ste 100	PO Box 5020	New Hyde Park	NY	10042-0020	Amendment to Lease Between Corona Hills Associates and Levitz Furniture Corporation	Y	Corona, CA	Tenant

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule G
Executory Contracts and Unexpired Leases

Counterparty Company or Individual's Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Document Name/Description	Real Property? (Y/N)	Real Property Location	Nature of Interest
KIMCO Realty Corporation		3333 New Hyde Park Rd	Ste 100	PO Box 5020	New Hyde Park	NY	10042-0020	Amendment to Lease Between The Price Reit, Inc and Levitz Furniture Company of the Pacific, Inc	Y	Corona, CA	Tenant
KIMCO Realty Corporation		3333 New Hyde Park Rd	Ste 100	PO Box 5020	New Hyde Park	NY	10042-0020	Assignment of Lease from Levitz Furniture Corporation to Levitz Furniture Company of the Pacific, Inc	Y	Corona, CA	Tenant
KIMCO Realty Corporation		3333 New Hyde Park Rd	Ste 100	PO Box 5020	New Hyde Park	NY	10042-0020	Lease Between Corona Hills Associates and Levitz Furniture Corporation	Y	Corona, CA	Tenant
KIMCO Realty Corporation		3333 New Hyde Park Rd	Ste 100	PO Box 5020	New Hyde Park	NY	10042-0020	Memorandum of Lease Agreement Between Corona Hills Associates and Levitz Furniture Corporation	Y	Corona, CA	Tenant
KIMCO Realty Corporation		3333 New Hyde Park Rd	Ste 100	PO Box 5020	New Hyde Park	NY	10042-0020	Second Amendment to Lease Agreement Between Corona Hills Associates and Levitz Furniture Corporation	Y	Corona, CA	Tenant
Klafl Realty LP		122 S Michigan Ave	Ste 1000		Chicago	IL	60603	Assignment of Installment Sale Agreement Between Levitz Furniture Company of the Eastern Region, Inc, Levitz Furniture Corporation and Quint Leasing Company	Y	Langhorne, PA	Subtenant
Klafl Realty LP		122 S Michigan Ave	Ste 1000		Chicago	IL	60603	Assignment of Lease from Levitz Furniture Corporation to Levitz Furniture Company of the Eastern Region, Inc	Y	Langhorne, PA	Subtenant
Klafl Realty LP		122 S Michigan Ave	Ste 1000		Chicago	IL	60603	Easement and Operating Agreement Between Horne-Land Inc, Bucks County Industrial Development Authority, Levitz Furniture Corporation and Philadelphia National Bank	Y	Langhorne, PA	Subtenant
Klafl Realty LP		122 S Michigan Ave	Ste 1000		Chicago	IL	60603	First Amendment to Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Subtenant
Klafl Realty LP		122 S Michigan Ave	Ste 1000		Chicago	IL	60603	Lease Agreement Between Industrial Rental Associates and Huffman Koos	Y	Farmingdale, NY	Subtenant
Klafl Realty LP		122 S Michigan Ave	Ste 1000		Chicago	IL	60603	Lease Agreement Between Quint Leasing Company and Levitz Furniture Corporation	Y	Langhorne, PA	Subtenant
Klafl Realty LP		122 S Michigan Ave	Ste 1000		Chicago	IL	60603	Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Subtenant
Klafl Realty LP		122 S Michigan Ave	Ste 1000		Chicago	IL	60603	Memorandum of Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Subtenant
Klafl Realty LP		122 S Michigan Ave	Ste 1000		Chicago	IL	60603	Real Property Agreements re: Downingtown, PA (Homelife)	Y	Downingtown, PA	Subtenant
Klafl Realty LP		122 S Michigan Ave	Ste 1000		Chicago	IL	60603	Rider to Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Subtenant
Klafl Realty LP		122 S Michigan Ave	Ste 1000		Chicago	IL	60603	Second Amendment to Lease by and between New Age Kaleidoscope LLC and Levitz SL La Puente LLC	Y	La Puente, CA (City of Industry)	Subtenant
Klafl Realty, L.P.		122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Lease Agreement between Peerage Equities Corporation and Levitz Furniture Corporation	Y	San Leandro, CA	Lessee
Klehr Harrison Harvey Branzburg & Eilers LLP	Stephen L Cutler	1401 Walnut St			Philadelphia	PA	19102	Assignment of Installment Sale Agreement Between Levitz Furniture Company of the Eastern Region, Inc, Levitz Furniture Corporation and Quint Leasing Company	Y	Langhorne, PA	Tenant
Klehr Harrison Harvey Branzburg & Eilers LLP	Stephen L Cutler	1401 Walnut St			Philadelphia	PA	19102	Assignment of Lease from Levitz Furniture Corporation to Levitz Furniture Company of the Eastern Region, Inc	Y	Langhorne, PA	Tenant
Klehr Harrison Harvey Branzburg & Eilers LLP	Stephen L Cutler	1401 Walnut St			Philadelphia	PA	19102	Easement and Operating Agreement Between Horne-Land Inc, Bucks County Industrial Development Authority, Levitz Furniture Corporation and Philadelphia National Bank	Y	Langhorne, PA	Tenant
Klehr Harrison Harvey Branzburg & Eilers LLP	Stephen L Cutler	1401 Walnut St			Philadelphia	PA	19102	First Amendment to Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Tenant
Klehr Harrison Harvey Branzburg & Eilers LLP	Stephen L Cutler	1401 Walnut St			Philadelphia	PA	19102	Lease Agreement Between Industrial Rental Associates and Huffman Koos	Y	Farmingdale, NY	Tenant
Klehr Harrison Harvey Branzburg & Eilers LLP	Stephen L Cutler	1401 Walnut St			Philadelphia	PA	19102	Lease Agreement Between Quint Leasing Company and Levitz Furniture Corporation	Y	Langhorne, PA	Tenant
Klehr Harrison Harvey Branzburg & Eilers LLP	Stephen L Cutler	1401 Walnut St			Philadelphia	PA	19102	Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Tenant

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule G
Executory Contracts and Unexpired Leases

Counterparty Company or Individual's Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Document Name/Description	Real Property? (Y/N)	Real Property Location	Nature of Interest
Klehr Harrison Harvey Branzburg & Eilers LLP	Stephen L Cutler	1401 Walnut St			Philadelphia	PA	19102	Memorandum of Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Tenant
Klehr Harrison Harvey Branzburg & Eilers LLP	Stephen L Cutler	1401 Walnut St			Philadelphia	PA	19102	Rider to Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Tenant
Klehr Harrison Harvey Branzburg & Eilers LLP	Stephen L Cutler	1401 Walnut St			Philadelphia	PA	19102	Second Amendment to Lease by and between New Age Kaleidoscope LLC and Levitz SL La Puente LLC	Y	La Puente, CA (City of Industry)	Tenant
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Addendum to Agreement to Buy and Sell Real Property by and between Thomas P. Hart and Martin V. Smith and Levitz Furniture Company of San Bernardino, Inc.	Y	Oxnard, CA	Tenant
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Agreement of Lease between A & A Key Builders Supply, Inc., B & B Enterprises, Inc. and Levitz Furniture Co. of Santa Clara, Inc.	Y	Sacramento, CA (North Highlands)	
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Agreement to Buy and Sell Real Property by and between Thomas P. Hart and Martin V. Smith and Levitz Furniture Company of San Bernardino, Inc.	Y	Oxnard, CA	Tenant
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Amendment to Lease Agreement dated 011571 between Great Western Mortgage Co, Inc, Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation	Y	Oxnard, CA	Tenant
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Amendment to Lease Agreement dated 061972 between Del Medio Investment Group, Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation	Y	Oxnard, CA	Tenant
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Assignment of Lease from Mann Theatres Corporation to Levitz Furniture Company of the Eastern Region, Inc.	Y	Woodbridge NJ (Iselin)	Tenant
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Commercial Lease between Southern Pacific Transportation Company and Levitz Furniture Corporation of Southern California	Y	Oxnard, CA	Tenant
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Declaration of Trust between Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation and Great Western Mortgage Co, Inc.	Y	Oxnard, CA	Tenant
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	First Amendment to Lease between Levitz Entities and Levitz SL San Francisco, LLC	Y	San Francisco, CA	Tenant
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Lease Agreement between Great Western Mortgage Co, Inc, Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation	Y	Oxnard, CA	Tenant
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Lease Agreement between Lloyd Properties and Levitz Furniture Corporation	Y	St. Paul, MN (Little Canada)	Lessee
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Lease Agreement between Peerage Equities Corporation and Levitz Furniture Corporation	Y	San Leandro, CA	Lessee
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Lease by and between Levitz SL San Francisco, LLC and Levitz Entities	Y	San Francisco, CA	Tenant
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Lease Guaranty between Levitz Furniture Corporation and Levitz Furniture Co. of Santa Clara, Inc.	Y	Sacramento, CA (North Highlands)	
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Memorandum Agreement between A & A Key Builders Supply, Inc., B & B Enterprises, Inc. and Levitz Furniture Co. of Santa Clara, Inc.	Y	Sacramento, CA (North Highlands)	
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Memorandum of Amended Lease between Del Medio Investment Group, Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation	Y	Oxnard, CA	Tenant
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Notice of Extension of Lease to 2015 between A & A Key Builders Supply, Inc., B & B Enterprises, Inc. and Levitz SL Sacramento L.L.C.	Y	Sacramento, CA (North Highlands)	
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Option to Purchase between A & A Key Builders Supply, Inc., B & B Enterprises, Inc. and Levitz Furniture Co. of Santa Clara, Inc.	Y	Sacramento, CA (North Highlands)	
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Overlease between Peerage Equities Corporation and Levitz Furniture Corporation	Y	San Francisco, CA	Tenant
Klehr, Harrison, Harvey, Branzburg & Eilers, LLP	Attn: Stephen L. Cutler, Esq.	1401 Walnut Street			Philadelphia	PA	19102	Second Amendment to Lease between Levitz Entities and Levitz SL San Francisco, LLC	Y	San Francisco, CA	Tenant

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule G
Executory Contracts and Unexpired Leases

Counterparty Company or Individual's Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Document Name/Description	Real Property? (Y/N)	Real Property Location	Nature of Interest
Konica Minolta								Maintenance and Order Agreement re: Model 7415 Copier	N	Northridge - 30201/30202	Buyer
Konica Minolta Leasing								Equipment Lease Agreement and Maintenance re: Copier	N	Stamford - 20508	Lessee
Konica Minolta Leasing								Equipment Lease Agreement and Maintenance re: Copier	N	Bridgewater - 20106	Lessee
Konica Minolta Leasing								Equipment Lease Agreement and Maintenance re: Copier	N	Livingston - 20105	Lessee
Konica Minolta Leasing								Equipment Lease Agreement and Maintenance re: Copier	N	River Edge - 20104	Lessee
Konica Minolta Leasing								Equipment Lease Agreement and Maintenance re: Copier	N	Nanuet - 20509	Lessee
Konica Minolta Leasing								Equipment Lease Agreement and Maintenance re: Copier	N	Livingston - 20105	Lessee
Konica Minolta Leasing								Equipment Lease Agreement and Maintenance re: Copier	N	San Bernardino - 30501	Lessee
Konica Minolta Leasing								Equipment Lease Agreement and Maintenance re: Copier	N	Pleasanton - 40304	Lessee
Konica Minolta Leasing								Equipment Lease Agreement and Maintenance re: Copier	N	Hawthorne - 30307	Lessee
Konica Minolta Leasing								Equipment Lease Agreement and Maintenance re: Copier	N	HQ - 85501	Lessee
Konica Minolta Leasing								Equipment Lease Agreement and Maintenance re: Copier	N	HQ - 85501	Lessee
Konica Minolta Leasing								Equipment Lease Agreement and Maintenance re: Copier	N	HQ - 85501	Lessee
Krausz Enterprises	c/o The Krausz Companies Inc	44 Montgomery Street	Ste 3300		San Francisco	CA	94104	Assignment of Lease from Levitz Furniture Corporation to Levitz Furniture Company of Arizona, Inc	Y	Mesa, AZ	Tenant
Krausz Enterprises	c/o The Krausz Companies Inc	44 Montgomery Street	Ste 3300		San Francisco	CA	94104	Lease by and between Levitz SL Mesa LLC and Levitz Furniture Corporation, Levitz Furniture Company of the Midwest, Inc., Levitz Furniture Company of Washington, Inc.	Y	Mesa, AZ	Tenant
Krausz Enterprises	c/o The Krausz Companies, Inc.	44 Montgomery Street	Suite 3300		San Francisco	CA	94104	Lease by and between Levitz SL Portland-Scholls, L.L.C. and Levitz Furniture Corporation, Levitz Furniture Company of the Midwest, Inc. Levitz Furniture Company of Washington, Inc.	Y	Tigard, OR	Tenant
Krausz Enterprises	c/o The Krausz Companies Inc	44 Montgomery Street	Ste 3300		San Francisco	CA	94104	Subordination, Attornment and Nondisturbance Agreement by and between CDC Mortgage Capital Inc, Levitz Furniture Corporation, Levitz Furniture Company of the Midwest, Inc, Levitz Furniture Company of the Pacific, Inc, Levitz Furniture Company of Washington	Y	Mesa, AZ	Tenant
Labor Ready	Robert Guzman							Confirmation of Rates and Services re: Temporary Labor	N	San Leandro - 40102	Customer
Levitz at Cathedral City	c/o Transcontinental Management Inc	3355 Mission Ave	Ste 111		Oceanside	CA	92054	Assignment of Lease, Acceptance of Assignment and Assumption of Lease of Realty Income Corporation to John F. Campbell and Mary Ann Campbell, Jack C. Gilbert and Craig R. Campbell	Y	Cathedral City, CA	Tenant
Levitz at Cathedral City	c/o Transcontinental Management Inc	3355 Mission Ave	Ste 111		Oceanside	CA	92054	Land and Building Lease Agreement between Realty Income Corporation and Levitz Furniture Corporation	Y	Cathedral City, CA	Tenant
Levitz at Cathedral City	c/o Transcontinental Management Inc	3355 Mission Ave	Ste 111		Oceanside	CA	92054	Memorandum of Lease Between Realty Income Corporation and Levitz Furniture Corporation	Y	Cathedral City, CA	Tenant
Levitz LC Sacramento, LLP	Klaiff Realty, L.P.	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Agreement of Lease between A & A Key Builders Supply, Inc., B & B Enterprises, Inc. and Levitz Furniture Co. of Santa Clara, Inc.	Y	Sacramento, CA (North Highlands)	
Levitz LC Sacramento, LLP	Klaiff Realty, L.P.	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Lease Guaranty between Levitz Furniture Corporation and Levitz Furniture Co. of Santa Clara, Inc.	Y	Sacramento, CA (North Highlands)	
Levitz LC Sacramento, LLP	Klaiff Realty, L.P.	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Memorandum Agreement between A & A Key Builders Supply, Inc., B & B Enterprises, Inc. and Levitz Furniture Co. of Santa Clara, Inc.	Y	Sacramento, CA (North Highlands)	
Levitz LC Sacramento, LLP	Klaiff Realty, L.P.	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Notice of Extension of Lease to 2015 between A & A Key Builders Supply, Inc., B & B Enterprises, Inc. and Levitz SL Sacramento L.L.C.	Y	Sacramento, CA (North Highlands)	

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule G
Executory Contracts and Unexpired Leases

Counterparty Company or Individual's Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Document Name/Description	Real Property? (Y/N)	Real Property Location	Nature of Interest
Levitz LC Sacramento, LLP	Klaff Realty, L.P.	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Option to Purchase between A & A Key Builders Supply, Inc., B & B Enterprises, Inc. and Levitz Furniture Co. of Santa Clara, Inc.	Y	Sacramento, CA (North Highlands)	
Levitz SL Oxnard, LLC	c/o Klaff Realty, L.P.	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Addendum to Agreement to Buy and Sell Real Property by and between Thomas P. Hart and Martin V. Smith and Levitz Furniture Company of San Bernardino, Inc.	Y	Oxnard, CA	Tenant
Levitz SL Oxnard, LLC	c/o Klaff Realty, L.P.	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Agreement to Buy and Sell Real Property by and between Thomas P. Hart and Martin V. Smith and Levitz Furniture Company of San Bernardino, Inc.	Y	Oxnard, CA	Tenant
Levitz SL Oxnard, LLC	c/o Klaff Realty, L.P.	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Amendment to Lease Agreement dated 011571 between Great Western Mortgage Co, Inc, Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation	Y	Oxnard, CA	Tenant
Levitz SL Oxnard, LLC	c/o Klaff Realty, L.P.	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Amendment to Lease Agreement dated 061972 between Del Medio Investment Group, Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation	Y	Oxnard, CA	Tenant
Levitz SL Oxnard, LLC	c/o Klaff Realty, L.P.	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Commercial Lease between Southern Pacific Transportation Company and Levitz Furniture Corporation of Southern California	Y	Oxnard, CA	Tenant
Levitz SL Oxnard, LLC	c/o Klaff Realty, L.P.	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Declaration of Trust between Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation and Great Western Mortgage Co, Inc.	Y	Oxnard, CA	Tenant
Levitz SL Oxnard, LLC	c/o Klaff Realty, L.P.	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Lease Agreement between Great Western Mortgage Co, Inc, Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation	Y	Oxnard, CA	Tenant
Levitz SL Oxnard, LLC	c/o Klaff Realty, L.P.	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Memorandum of Amended Lease between Del Medio Investment Group, Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation	Y	Oxnard, CA	Tenant
Levitz SL San Francisco, LLC	c/o Klaff Realty, LP	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	First Amendment to Lease between Levitz Entities and Levitz SL San Francisco, LLC	Y	San Francisco, CA	Tenant
Levitz SL San Francisco, LLC	c/o Klaff Realty, LP	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Lease by and between Levitz SL San Francisco, LLC and Levitz Entities	Y	San Francisco, CA	Tenant
Levitz SL San Francisco, LLC	c/o Klaff Realty, LP	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Overlease between Peerage Equities Corporation and Levitz Furniture Corporation	Y	San Francisco, CA	Tenant
Levitz SL San Francisco, LLC	c/o Klaff Realty, LP	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Second Amendment to Lease between Levitz Entities and Levitz SL San Francisco, LLC	Y	San Francisco, CA	Tenant
Levitz SL St. Paul, LLC	c/o Klaff Realty, LP	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Lease Agreement between Lloyd Properties and Levitz Furniture Corporation	Y	St. Paul, MN (Little Canada)	Lessee
Levitz SL Woodbridge, LLC	c/o Klaff Realty, LP	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Assignment of Lease from Mann Theatres Corporation to Levitz Furniture Company of the Eastern Region, Inc.	Y	Woodbridge NJ (Iselin)	Tenant
Levitz Tukwila, LLC	c/o Klaff Realty, LP	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	First Amendment to Lease by and between Levitz Tukwila, LLC and Levitz Furniture Corporation	Y	Tukwila, WA	Tenant
Levitz Tukwila, LLC	c/o Klaff Realty, LP	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Lease Agreement between McCann Development Corp. and Levitz Furniture Corporation	Y	Tukwila, WA	Lessee
Levitz Tukwila, LLC	c/o Klaff Realty, LP	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Lease by and between Levitz Tukwila, LLC and Levitz Furniture Corporation	Y	Tukwila, WA	Tenant
Levitz Tukwila, LLC	c/o Klaff Realty, LP	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Lease Guaranty by and among various Levitz entities	Y	Tukwila, WA	Lessee
Levitz Tukwila, LLC	c/o Klaff Realty, LP	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Master Agreement of Sublease between Sublessors and Levitz Furniture LLC	Y	Tukwila, WA	Sublessee
Levitz Tukwila, LLC	c/o Klaff Realty, LP	122 S. Michigan Ave.	Suite 1000		Chicago	IL	60603	Sixth Amendment to Unitary Lease	Y	Tukwila, WA	Tenant
Louis W. Epstein Family Partnership	Attn: Howard Epstein	923 Hamilton Mall	PO Box 566		Allentown	PA	18105	Lease Agreement between Louis W. Epstein Family Partnership and Levitz Furniture Corporation	Y	Whitehall (Allentown, PA)	Lessee
Louis W. Epstein Family Partnership	Attn: Howard Epstein	923 Hamilton Mall	PO Box 566		Allentown	PA	18105	Letter Agreement between Louis W. Epstein Family Partnership and Levitz Furniture Corporation	Y	Whitehall (Allentown, PA)	Lessee
Louise Partners	c/o Richard E Caruso	Jerry Holtz	919 Conestoga Rd	Bldg 2	Rosemont	PA	19010	Amendment of Lease Between Louise Partners, Levitz Furniture Corporation, and Levitz Furniture Realty Corporation	Y	Milford, CT	Lessee
Louise Partners	c/o Richard E Caruso	Jerry Holtz	919 Conestoga Rd	Bldg 2	Rosemont	PA	19010	Assignment of Lease and Agreement from Louise Partners to Cono Leasing Corporation	Y	Milford, CT	Lessee

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule G
Executive Contracts and Unexpired Leases

Counterparty Company or Individual's Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Document Name/Description	Real Property? (Y/N)	Real Property Location	Nature of Interest
Louise Partners	c/o Richard E Caruso	Jerry Holtz	919 Conestoga Rd	Bldg 2	Rosemont	PA	19010	Assignment of Lease and Agreement from Louise Partners to National Western Life Insurance Company	Y	Milford, CT	Lessee
Louise Partners	c/o Richard E Caruso	Jerry Holtz	919 Conestoga Rd	Bldg 2	Rosemont	PA	19010	Lease Agreement Between Louise Partners and Levitz Furniture Corporation	Y	Milford, CT	Lessee
Louise Partners	c/o Richard E. Caruso	Attn: Jerry Holtz	919 Conestoga Road, Building 2		Rosemont	PA	19010	Lease Agreement between Louise Partners and Levitz Furniture Corporation	Y	Pinole, CA	Lessee
Louise Partners	c/o Richard E Caruso	Jerry Holtz	919 Conestoga Rd	Bldg 2	Rosemont	PA	19010	Lease Amendment #2 by and between Louise Partners and Levitz Furniture Corporation, Levitz Furniture Company of the Midwest, Inc and Levitz Furniture Company of the Midwest Realty, Inc	Y	Milford, CT	Lessee
Louise Partners	c/o Richard E Caruso	Jerry Holtz	919 Conestoga Rd	Bldg 2	Rosemont	PA	19010	Lease Assignment and Assumption Agreement Between Levitz Furniture Corporation and Levitz Furniture Realty Corporation	Y	Milford, CT	Lessee
Louise Partners	c/o Richard E. Caruso	Attn: Jerry Holtz	919 Conestoga Road, Building 2		Rosemont	PA	19010	Memorandum of Lease Agreement Louise Partners and Levitz Furniture Corporation	Y	Pinole, CA	Lessee
Louise Partners	c/o Richard E Caruso	Jerry Holtz	919 Conestoga Rd	Bldg 2	Rosemont	PA	19010	Memorandum of Lease Between Louise Partners and Levitz Furniture Corporation	Y	Milford, CT	Lessee
Lowenberg Corporation		44 Montgomery Street	Suite 1560		San Francisco	CA	94104	Assignment and Assumption of Severed Lease Documents Between CDEC 715043 LLC and Krausz Enterprises	Y	Fresno, CA	Tenant
Lowenberg Corporation		44 Montgomery Street	Suite 1560		San Francisco	CA	94104	Lease By and Between Levitz SL Fresno LLC and Levitz Furniture Corporation, Levitz Furniture Company of the Midwest, Inc and Levitz Furniture Company of Washington, Inc	Y	Fresno, CA	Tenant
Lowenberg Corporation		44 Montgomery Street	Suite 1560		San Francisco	CA	94104	Subordination, Attornment and Nondisturbance Agreement Between CDC Mortgage Capital Inc, Levitz Furniture Corporation, Levitz Furniture Company of the Midwest, Inc, Levitz Furniture Company of the Pacific, Inc, Levitz Furniture Company of Washington, Inc a	Y	Fresno, CA	Tenant
Lubert Adler Management Inc		The Belgravia Bldg 8th Fl	1811 Chestnut St		Philadelphia	PA	19103	Assignment of Installment Sale Agreement Between Levitz Furniture Company of the Eastern Region, Inc, Levitz Furniture Corporation and Quint Leasing Company	Y	Langhorne, PA	Tenant
Lubert Adler Management Inc		The Belgravia Bldg 8th Fl	1811 Chestnut St		Philadelphia	PA	19103	Assignment of Lease from Levitz Furniture Corporation to Levitz Furniture Company of the Eastern Region, Inc	Y	Langhorne, PA	Tenant
Lubert Adler Management Inc		The Belgravia Bldg 8th Fl	1811 Chestnut St		Philadelphia	PA	19103	Easement and Operating Agreement Between Horne-Land Inc, Bucks County Industrial Development Authority, Levitz Furniture Corporation and Philadelphia National Bank	Y	Langhorne, PA	Tenant
Lubert Adler Management Inc		The Belgravia Bldg 8th Fl	1811 Chestnut St		Philadelphia	PA	19103	First Amendment to Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Tenant
Lubert Adler Management Inc		The Belgravia Bldg 8th Fl	1811 Chestnut St		Philadelphia	PA	19103	Lease Agreement Between Industrial Rental Associates and Huffman Koos	Y	Farmingdale, NY	Tenant
Lubert Adler Management Inc		The Belgravia Bldg 8th Fl	1811 Chestnut St		Philadelphia	PA	19103	Lease Agreement Between Quint Leasing Company and Levitz Furniture Corporation	Y	Langhorne, PA	Tenant
Lubert Adler Management Inc		The Belgravia Bldg 8th Fl	1811 Chestnut St		Philadelphia	PA	19103	Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Tenant
Lubert Adler Management Inc		The Belgravia Bldg 8th Fl	1811 Chestnut St		Philadelphia	PA	19103	Memorandum of Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Tenant
Lubert Adler Management Inc		The Belgravia Bldg 8th Fl	1811 Chestnut St		Philadelphia	PA	19103	Rider to Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Tenant
Lubert Adler Management Inc		The Belgravia Bldg 8th Fl	1811 Chestnut St		Philadelphia	PA	19103	Second Amendment to Lease by and between New Age Kaleidoscope LLC and Levitz SL La Puente LLC	Y	La Puente, CA (City of Industry)	Tenant
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Addendum to Agreement to Buy and Sell Real Property by and between Thomas P. Hart and Martin V. Smith and Levitz Furniture Company of San Bernardino, Inc.	Y	Oxnard, CA	Tenant

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule G
Executory Contracts and Unexpired Leases

Counterparty Company or Individual's Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Document Name/Description	Real Property? (Y/N)	Real Property Location	Nature of Interest
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Agreement of Lease between A & A Key Builders Supply, Inc., B & B Enterprises, Inc. and Levitz Furniture Co. of Santa Clara, Inc.	Y	Sacramento, CA (North Highlands)	
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Agreement to Buy and Sell Real Property by and between Thomas P. Hart and Martin V. Smith and Levitz Furniture Company of San Bernardino, Inc.	Y	Oxnard, CA	Tenant
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Amendment to Lease Agreement dated 011571 between Great Western Mortgage Co, Inc, Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation	Y	Oxnard, CA	Tenant
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Amendment to Lease Agreement dated 061972 between Del Medio Investment Group, Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation	Y	Oxnard, CA	Tenant
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Assignment of Lease from Mann Theatres Corporation to Levitz Furniture Company of the Eastern Region, Inc.	Y	Woodbridge NJ (Iselin)	Tenant
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Commercial Lease between Southern Pacific Transportation Company and Levitz Furniture Corporation of Southern California	Y	Oxnard, CA	Tenant
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Declaration of Trust between Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation and Great Western Mortgage Co, Inc.	Y	Oxnard, CA	Tenant
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	First Amendment to Lease between Levitz Entities and Levitz SL San Francisco, LLC	Y	San Francisco, CA	Tenant
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Lease Agreement between Great Western Mortgage Co, Inc, Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation	Y	Oxnard, CA	Tenant
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Lease Agreement between Lloyd Properties and Levitz Furniture Corporation	Y	St. Paul, MN (Little Canada)	Lessee
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Lease Agreement between Peerage Equities Corporation and Levitz Furniture Corporation	Y	San Leandro, CA	Lessee
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Lease by and between Levitz SL San Francisco, LLC and Levitz Entities	Y	San Francisco, CA	Tenant
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Lease Guaranty between Levitz Furniture Corporation and Levitz Furniture Co. of Santa Clara, Inc.	Y	Sacramento, CA (North Highlands)	
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Memorandum Agreement between A & A Key Builders Supply, Inc., B & B Enterprises, Inc. and Levitz Furniture Co. of Santa Clara, Inc.	Y	Sacramento, CA (North Highlands)	
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Memorandum of Amended Lease between Del Medio Investment Group, Levitz Furniture Corporation of Southern California and Levitz Furniture Corporation	Y	Oxnard, CA	Tenant
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Notice of Extension of Lease to 2015 between A & A Key Builders Supply, Inc., B & B Enterprises, Inc. and Levitz SL Sacramento L.L.C.	Y	Sacramento, CA (North Highlands)	
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Option to Purchase between A & A Key Builders Supply, Inc., B & B Enterprises, Inc. and Levitz Furniture Co. of Santa Clara, Inc.	Y	Sacramento, CA (North Highlands)	
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Overlease between Peerage Equities Corporation and Levitz Furniture Corporation	Y	San Francisco, CA	Tenant
Lubert-Adler Management, Inc.		The Belgravia Building, 8th Floor	1811 Chestnut Street		Philadelphia	PA	19103	Second Amendment to Lease between Levitz Entities and Levitz SL San Francisco, LLC	Y	San Francisco, CA	Tenant
Margaret Judd Merchant's Home Delivery Service, Inc.	Attn: President	7050 Brunswick Circle 2400 Latigo Avenue			Boynton Beach	FL	33437	Letter Agreement re: Retention Agreement	N	N/A	Party
			PO Box 5607		Oxnard	CA	93030	Delivery Service Agreement Dated 1/26/98	N	N/A	Party
Microsoft Corporation		One Microsoft Way			Redmond	WA	98052-6399	Microsoft Open License Agreement No. 10516682 re: Microsoft Exchange CIt Access	N	Boca Raton - NA	Licensee
Microsoft Corporation		One Microsoft Way			Redmond	WA	98052-6399	Microsoft Open License Agreement No. 10516691 re: Microsoft Windows for Workgroups	N	Boca Raton - NA	Licensee
New Age Kaleidoscope LLC	c/o Kam Sang Company Inc	Ronnie Lam	411 E Huntington Drive Ste 305		Arcadia	CA	91006	First Amendment to Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Tenant

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule G
Executive Contracts and Unexpired Leases

Counterparty Company or Individual's Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Document Name/Description	Real Property? (Y/N)	Real Property Location	Nature of Interest
New Age Kaleidoscope LLC	c/o Kam Sang Company Inc	Ronnie Lam	411 E Huntington Drive Ste 305		Arcadia	CA	91006	Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Tenant
New Age Kaleidoscope LLC	c/o Kam Sang Company Inc	Ronnie Lam	411 E Huntington Drive Ste 305		Arcadia	CA	91006	Memorandum of Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Tenant
New Age Kaleidoscope LLC	c/o Kam Sang Company Inc	Ronnie Lam	411 E Huntington Drive Ste 305		Arcadia	CA	91006	Rider to Lease by and between Wincorp Industries Inc and Levitz Furniture Corporation	Y	La Puente, CA (City of Industry)	Tenant
New Age Kaleidoscope LLC	c/o Kam Sang Company Inc	Ronnie Lam	411 E Huntington Drive Ste 305		Arcadia	CA	91006	Second Amendment to Lease by and between New Age Kaleidoscope LLC and Levitz SL La Puente LLC	Y	La Puente, CA (City of Industry)	Tenant
Oracle Corporation	Attn: General Counsel, Legal Dept.	500 Oracle Parkway			Redwood City	CA	94065	Amendment One to Oracle License and Services Agreement between Levitz Furniture, LLC and Oracle Corporation	N	N/A	Company
Oracle Corporation	Attn: General Counsel, Legal Dept.	500 Oracle Parkway			Redwood City	CA	94065	Oracle License and Services Agreement	N	N/A	Company
Paliser Furniture Corporation								Amended Vendor Agreement	N	N/A	Party
Paliser Furniture, Ltd.	Attn: J. Reginal Kliever	55 Furniture Park			Winnipeg	Manitoba	R2G 1B9	Amended Vendor Agreement	N	N/A	Party
Peerage Equities Corporation		230 Park Avenue			New York	NY	10017	Lease Agreement between Peerage Equities Corporation and Levitz Furniture Corporation	Y	Willowbrook (Fairfield, NJ)	Lessee
PETsMART	Vice President of Real Estate	19601 North 27th Avenue			Phoenix	AZ	85027	Sublease by and between PETsMART Inc and Levitz Furniture Corporation	Y	Valencia, CA (Santa Clarita)	Sublessee
PETsMART	Cindy Henry, Property Manager	19601 North 27th Avenue			Phoenix	AZ	85027	Sublease by and between PETsMART Inc and Levitz Furniture Corporation	Y	Valencia, CA (Santa Clarita)	Sublessee
PETsMART INC.		PO Box 53003			Phoenix	AZ	85072	Sublease by and between PETsMART Inc and Levitz Furniture Corporation	Y	Valencia, CA (Santa Clarita)	Sublessee
Quint Leasing Company		919 Conestoga Rd	Bldg 2 Ste 106		Rosemont	PA	19010	Assignment of Installment Sale Agreement Between Levitz Furniture Company of the Eastern Region, Inc, Levitz Furniture Corporation and Quint Leasing Company	Y	Langhorne, PA	Lessee
Quint Leasing Company		919 Conestoga Rd	Bldg 2 Ste 106		Rosemont	PA	19010	Assignment of Lease from Levitz Furniture Corporation to Levitz Furniture Company of the Eastern Region, Inc	Y	Langhorne, PA	Lessee
Quint Leasing Company		919 Conestoga Rd	Bldg 2 Ste 106		Rosemont	PA	19010	Easement and Operating Agreement Between Horne-Land Inc, Bucks County Industrial Development Authority, Levitz Furniture Corporation and Philadelphia National Bank	Y	Langhorne, PA	Lessee
Quint Leasing Company		919 Conestoga Rd	Bldg 2 Ste 106		Rosemont	PA	19010	Lease Agreement Between Quint Leasing Company and Levitz Furniture Corporation	Y	Langhorne, PA	Lessee
R&W San Dimas, LLC		6363 Greenwich Drive	Suite 120		San Diego	CA	92122	Grant Deed	Y	San Dimas, CA	Grantor
R&W San Dimas, LLC		6363 Greenwich Drive	Suite 120		San Diego	CA	92122	Memorandum of Lease between Lowe's H I W, Inc. and Levitz Furniture Corp.	Y	San Dimas, CA	Tenant
R&W San Dimas, LLC		6363 Greenwich Drive	Suite 120		San Diego	CA	92122	Quitclaim Deed	Y	San Dimas, CA	Grantee
R&W San Dimas, LLC		6363 Greenwich Drive	Suite 120		San Diego	CA	92122	Standard Industrial/Commercial Single Tenant Lease between Lowe's HIW, Inc. and Levitz Furniture Corp.	Y	San Dimas, CA	Lessor
R&W San Dimas, LLC		6363 Greenwich Drive	Suite 120		San Diego	CA	92122	Termination of Lease between Levmas Furniture Corp. and Levitz Furniture Company of the Pacific, Inc.	Y	San Dimas, CA	Tenant
Stanley Horcharik								Letter Agreement re: Retention Agreement	N	N/A	Party
Sunrise Royale, Glendale Ind Pk & Central Pk Apts	Shira Titan- Property Manager	5150 Overland Ave			Culver City	CA	90230	Standard Industrial/Commercial Single Tenant Lease	Y	Los Angeles, CA (Glendale San Fernando Road)	Lessee
Tung T Nguyen and Lien T Duong		3316 Printemps Dr			Modesto	CA	95356	Addendum to Standard Industrial Between Tung T. Nguyen and Lien T. Duong and Levitz Furniture Corporation	Y	Modesto, CA	Lessee
Tung T Nguyen and Lien T Duong		3316 Printemps Dr			Modesto	CA	95356	Standard Industrial/Commercial Multi-Tenant Lease-Gross between Tung T. Nguyen and Lien T. Duong and Levitz Furniture Corporation	Y	Modesto, CA	Lessee
Unified Merchant Services		265 Broad Hollow Road			Melville	NY	11747	Merchant Services Bankcard Agreement	N	N/A	Customer
Vertical Industrial Park Associates	Dennis Ratner	c/o Rentar Development Corp	400 Garden City Plaza	Ste 210	Garden City	NY	11530	Assignment of Leases and Rents from Vertical Industrial Park Associates to Nationscredit Commercial Corporation	Y	Middle Village, NY	Tenant

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule G
Executory Contracts and Unexpired Leases

Counterparty Company or Individual's Name	Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Document Name/Description	Real Property? (Y/N)	Real Property Location	Nature of Interest
Vertical Industrial Park Associates	Dennis Ratner	c/o Rentar Development Corp	400 Garden City Plaza	Ste 210	Garden City	NY	11530	Lease Agreement between Vertical Industrial Park Associates and Levitz Furniture Corporation	Y	Middle Village, NY	Tenant
Vertical Industrial Park Associates	Dennis Ratner	c/o Rentar Development Corp	400 Garden City Plaza	Ste 210	Garden City	NY	11530	Memorandum of Lease Between Vertical Industrial Park Associates and Levitz Furniture Corporation	Y	Middle Village, NY	Tenant
Vertical Industrial Park Associates	Dennis Ratner	c/o Rentar Development Corp	400 Garden City Plaza	Ste 210	Garden City	NY	11530	Subordination, Nondisturbance and Attornment Agreement Between Lehman Brothers Holdings Inc dba Lehman Capital and Levitz Furniture Corporation	Y	Middle Village, NY	Tenant
Vertical Industrial Park Associates	Dennis Ratner	c/o Rentar Development Corp	400 Garden City Plaza	Ste 210	Garden City	NY	11530	Subordination, Nondisturbance and Attornment Agreement Between Resolution Trust Corporation, Vertical Industrial Park Associates and Levitz Furniture Corporation	Y	Middle Village, NY	Tenant

In re: Levitz Furniture Corporation**Case No. 05-45194(BRL)****SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. In community property states, a married debtor not filing a joint case should report the name and address of the nondebtor spouse on this schedule. Include all names used by the nondebtor spouse during the six years immediately preceding the commencement of this case.

☐ Check this box if debtor has no codebtors.

NAME AND MAILING ADDRESS OF CODEBTOR	NAME AND MAILING ADDRESS OF CREDITOR
See attached Schedule H	Account No:

In re: Levitz Furniture Corporation
Case No. 05-45194
Schedule H
Codebtors

Name of Codebtor	Address	City	State	Zip	Name of Creditor	Address	City	State	Zip
John M. Smyth Company	300 Crossways Park Drive	Woodbury	NY	11797	See Schedule D				
Levitz Furniture Company of Delaware, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	See Schedule D				
Levitz Furniture Company of the Midwest, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	See Schedule D				
Levitz Furniture Company of Washington, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	See Schedule D				
Levitz Furniture, LLC	300 Crossways Park Drive	Woodbury	NY	11797	See Schedule D				
Levitz Home Furnishings, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	See Schedule D				
Levitz Shopping Service, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	See Schedule D				
Paralax Development Industries, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	See Schedule D				
RHM, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	See Schedule D				
Seaman Furniture Company of Pennsylvania, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	See Schedule D				
Seaman Furniture Company of Union Square, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	See Schedule D				
Seaman Furniture Company, Inc.	300 Crossways Park Drive	Woodbury	NY	11797	See Schedule D				

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re: Levitz Furniture Corporation

Case No. 05-45194(BRL)

DECLARATION CONCERNING DEBTORS' SCHEDULES

I, Robert N. Webber, Senior Vice President, General Counsel, Secretary Director of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of ____38____ sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date 12/27/2005

Signature: / s / Robert N. Webber

Robert N. Webber

**Senior Vice President, General Counsel, Secretary &
Director**